

1. **PURPOSE AND SCOPE:** These supplemental terms and conditions are additional to S&C Standard Terms and Conditions for Services and apply to all services performed for, or delivered to, Customers outside the United States of America.
2. **PAYMENT TERMS:** All payments shall be made in U.S. funds. Payment in advance or an irrevocable letter of credit payable at sight and issued or confirmed by a prime United States bank acceptable to S&C may be required. The expiration date of the letter of credit shall be at least 45 days beyond scheduled completion date for the work. If completion date is deferred, S&C may require that expiration date of letter of credit be correspondingly extended.
3. **PRICE SHEET 153:** All parts and materials furnished by S&C in connection with the work shall be considered to have been sold under the terms and conditions of Price Sheet 153, "S&C Standard Conditions of Sale—Immediate Purchasers Outside the United States," and shall be subject in all respects thereto.
4. **WORK PERMITS, WORKING CONDITIONS AND IMMIGRATION:** Customer shall be responsible for providing any appropriate security for S&C personnel or the jobsite and for obtaining all work permits, visas, immigration documentation and authorizations necessary for the performance of the work subject

hereto. If the Customer does not obtain such items, the cost of obtaining such items shall be for the account of Customer in accordance with S&C's applicable rates. Customer will seek exemption of any Foreign taxes, duties and fees which S&C would otherwise be required to pay or collect. Any such items which S&C is required to pay or collect will be added to invoices as a separate item.

5. **DISPUTES AND TERMINATIONS:** Any controversy or claim which cannot be settled amicably between S&C and Customer, relating to any work subject hereto, shall be finally settled by arbitration conducted either outside the United States of America in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") or within the United States of America in accordance with the Rules of the American Arbitration Association ("AAA"). If the parties fail to agree in writing on the place where the arbitration is to be conducted, a final and binding determination of this question shall be made by a joint committee consisting of three persons, one of whom shall be appointed by the ICC, one by the AAA, and one by agreement between the ICC and the AAA.

Note: To report any ethics or compliance concerns, please contact, openly or anonymously, the S&C Helpline at sandc.ethicspoint.com

